



**Pacific Gas and
Electric Company™**

Environmental Services

Mail Code B24A
P.O. Box 7640
San Francisco, CA 94120

Overnight Mail:
77 Beale Street, B24A
San Francisco, CA 94105

(415) 973-6254

December 19, 2007

Mr. Russell Walls
California Regional Water Quality Control Board
Central Valley Region – Fresno Office
1685 E Street
Fresno, CA 93706-2020

RECEIVED
DEC 20 2007
RWQCB-CVR
FRESNO, CALIF.

Dear Mr. Walls:

**Re: Recorded Deed Restriction
PG&E Fresno Service Center – West Parcel
Fresno, California**

Attached for the Water Board's records is a copy of the recorded *Covenant and Agreement to Restrict Use of Property, APN 480-050-20U, 3530 East California Avenue, Fresno California*, for Pacific Gas and Electric Company's Fresno Service Center – West Parcel.

Please call me at (415) 973-6254 if you have any questions.

Sincerely,

Patricia Sullivan

cc: Mr. Thomas Kovak/Mr. Michael Pfister
Department of Toxic Substances Control
Site Mitigation and Brownsfield Reuse Program
1515 Tollhouse Road
Clovis, CA 93611

Attachment

14
2214-20-2274

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Pacific Gas and Electric Company
Building and Land Services Department
Technical Services
Attn: Thomas Chin
245 Market Street, Mail Code N10A
San Francisco, California 94105
Telephone: (415) 973-5646


FRESNO County Recorder
Robert C. Werner
DOC- 2007-0208687
Check Number 2331
Monday, NOV 19, 2007 14:30:52
Ttl Pd \$48.00 Nbr-0002648304
JZG/R3/1-14

(Space Above For Recorder's Use)

**COVENANT AND AGREEMENT
TO RESTRICT USE OF PROPERTY
APN 480-050-20U**

**3530 East California Avenue
Fresno, California**

*This instrument is an environmental restriction
pursuant to California Civil Code Section 1471*

THIS COVENANT AND AGREEMENT (this "Covenant") is made as of the
26th day of September by Pacific Gas and Electric Company, a California
Corporation ("Covenantor"), and California Regional Water Quality Control Board, Central
Valley Region, a California Public Agency ("Covenantee"), with reference to the following facts:

A. Covenantor is the owner of real property described more particularly in Exhibit A
attached hereto (the "Property").

B. Past industrial operations conducted at the Property by Covenantor and its
predecessor-in-interest resulted in the release of certain contaminants into the soil and
groundwater.

C. The Property is approximately 21 acres and is part of Covenantor's Fresno Service
Center, more particularly the "West Parcel". The Property was developed by San Joaquin Power
and Light Company as a Service Center in the early 1920s. The Service Center commenced
operation between 1924 and 1926. Covenantor purchased San Joaquin Power and Light
Company and its facilities in the late 1920s or early 1930s and continues to operate the Property
as a Service Center. In 2005/2006, Covenantor renovated the Service Center and will continue to
own the Property. The renovation consisted of the demolition of some existing structures,

OCT 02 2007

construction of new buildings, realignment of existing utilities, and for portions of the Property, realignment of the Property grade to create better drainage. To prepare for the renovation of the Service Center, Covenantor decided to reduce residual contamination in soils to levels appropriate for industrial/commercial use without the need for a soil cap.

Historic features on the Property included a transformer warehouse building (demolished during the renovation), a general warehouse building that had been used as an office building (demolished during the renovation), a transformer storage yard, numerous storage sheds (many demolished during the renovation), and underground tanks (removed in 1995). Associated with the transformer warehouse and located in the transformer storage yard were aboveground transformer oil storage tanks and associated piping (removed in 1990).

Current features include an electrical substation and the California Avenue Electrical Substation building located within the substation; a fleet maintenance garage; a telecommunications center building; and a multi-use building. Two new buildings have been constructed on the Property; Building D, which issues tools and equipment and is used for storage, and Building B, which is used for offices. The rest of the Property is either paved or landscaped. In addition, as part of the renovation, a minimum of 2-3 feet of clean fill was added to raise the site grade over most of the renovated site.

Historic uses that are known to have impacted Property soils include the storage and draining of transformers in the former transformer storage yard (polychlorinated bi-phenyls or PCBs and mineral oil); and leaking underground fuel tanks (primarily diesel and gasoline).

D. The Property was first investigated in late 1983 by Covenantor as part of Covenantor's spill prevention control and countermeasure plan for the transformer storage yard. Numerous investigative studies of the impacts to soil and groundwater from PCBs were conducted in the former transformer storage yard and the surrounding yard area from 1983 to 1990 by the Twining Laboratories and by ICF Technology Inc. During this time, several remedial actions were taken including excavation and off-site disposal of approximately 1,200 tons of soils containing PCBs at a concentration greater than 50 milligrams per kilogram (mg/kg). Starting in 1997, the Property was further investigated in preparation of Covenantor's redevelopment and renovation of the Property for continued use as a Service Center. At this time, another consultant, CH2M Hill, conducted an additional study of the Property and the Fresno Service Center Property east of the Property (or "East Parcel" which is not the subject of this Covenant). This study included additional constituents of potential concern (COPCs); namely, total recoverable petroleum hydrocarbons (TRPH); polynuclear aromatic hydrocarbons (PNAs); volatile organic compounds (VOCs); and lead; in addition to PCBs. In general, the Property was found to have elevated concentrations of PCBs and TRPH. In addition, although the underground tanks, piping and fuel islands associated with the fuel underground tanks were removed in 1995, some level of TRPH and VOCs remain in Property soils in the location of

these former fuel tanks. Groundwater beneath the Property was found to not be impacted by Property soils.

A more complete description of geology and hydrogeology of the Property, the Property history, the historic uses that impacted Property soils, the investigative studies of the impacts to soil and soil removal actions taken from 1983 to 1999 can be found in the *Data Gap Analysis, Cleanup Plan Development, and Cleanup Plan for the Fresno Service Center in Fresno, California*, (Data Gap and Cleanup Plan) prepared for Covenantor by ENTRIX, Inc., dated December 2004.

E. In 2002, in order to prepare the Property for Covenantor's renovation and modernization of the Service Center, additional site investigations were undertaken by Twining Laboratories on behalf of Covenantor. In 2004, to fill in data gaps, Covenantor hired ENTRIX, Inc. to conduct additional Property investigations and to develop suitable cleanup levels. In March 2004, Covenantor met with Covenantee and with the California Department of Toxic Substances Control (DTSC) to discuss a site closure strategy, a schedule compatible with the renovation schedule and the roles of the agencies. It was decided that the Covenantee would remain the lead for the project, and, as such, would be in charge of decisions related to fate and transport modeling and remediation. The DTSC would provide oversight of the risk evaluation used to identify risk-based cleanup levels. In July 2004, Covenantor and DTSC executed a Voluntary Cleanup Agreement that defined DTSC's role in the project.

F. The approach taken to determine suitable soil cleanup levels was to carry forward COPCs that exceeded either background concentrations or health-protective screening criteria and determine soil concentrations for these COPCs that are protective of groundwater quality beneath the Property (using fate and transport modeling) and that are protective of human health when soils are contacted according to the planned Property use (using a human health risk assessment). It was assumed that there would be no capping of the Property soils, but that a Covenant would be in place to restrict the Property use to industrial/commercial. In addition, the type of hydrocarbon present in Property soils was determined using a total petroleum hydrocarbons-fractionation (TPH-fr) approach since some hydrocarbons, such as mineral oil, are considered non-toxic by DTSC, Human Health Risk Division. In addition, since PCBs are present in site soils, the United States Environmental Protection Agency (US EPA) was also consulted on the appropriate cleanup level for PCBs.

G. Field investigations were conducted in 2004. The only COPCs exceeding screening criteria identified as a result of this field investigation and prior investigations were: PCBs and mineral oil (in former transformer yard); and fuel hydrocarbons and xylenes in the former underground tank area. Covenantor proposed soil cleanup levels for COPCs exceeding screening criteria based upon the results of fate and transport modeling and a human health risk assessment. The soil cleanup levels proposed by Covenantor, but not approved, were: 55,000 milligrams per kilogram (mg/kg) for mineral oil; 7,300 mg/kg for fuel hydrocarbons; 10 mg/kg for xylenes; and, for PCBs, 25 mg/kg as a ceiling or maximum value and 11 mg/kg as an average

cleanup level. The Data Gap and Cleanup Plan more fully describes the field investigation, the results of the field investigation, the results of fate and transport modeling, the results of the human health risk assessment, and the proposed cleanup levels.

H. Upon review of the Data Gap and Cleanup Plan, Covenantee and DTSC requested additional soil and groundwater sampling and revisions to the proposed cleanup levels. To address the soil and groundwater sampling request, three new groundwater monitoring wells and five additional soil borings were installed in the former transformer storage yard and sampled. The three existing groundwater monitoring wells were also sampled. Groundwater was shown to not be impacted by Property soils. The results of the groundwater and soil sampling were provided in the *Supplemental Technical Report, Fresno Service Center, Fresno, California*, prepared by ENTRIX, dated March 28, 2005. Also, during a meeting with US EPA, it was requested that 11 mg/kg be used as the ceiling level for PCBs with no average PCB concentration. Based upon this US EPA meeting, and Covenantee and DTSC comments, the *Supplemental Technical Report, Fresno Service Center, Fresno, California*, provided the following revised final cleanup levels for Property soils: 11 mg/kg for PCBs (any depth) with an average Property-wide PCB cleanup level below 2 mg/kg; 35,000 mg/kg for mineral oil below the upper 2 feet of the Property grade before renovation (or the upper 5 feet of the final Property grade after renovation); 5,000 mg/kg for mineral oil in the upper 2 feet of the Property grade before redevelopment (or the upper 5 feet of the final Property grade after renovation); 100 mg/kg for fuel hydrocarbons (any depth) and 1.5 mg/kg for total xylenes (any depth). These cleanup levels were approved by Covenantee in an April 25, 2005 letter to Covenantor (with concurrence on the PCB clean-up level by DTSC in a May 9, 2005 letter to Covenantee).

I. In May 2005, remedial activities began on the Property to remove soils with PCBs greater than 11 mg/kg; mineral oil at concentrations greater than 35,000 mg/kg (any depth); mineral oil greater than 5,000 mg/kg (less than 5 feet below final Property grade); fuel hydrocarbons at a concentration greater than 100 mg/kg; and xylenes greater than 1.5 mg/kg. Remedial activities were completed in August 2005. It is estimated that 8,600 cubic yards of soil and asphalt were excavated during remedial activities. Of the 8,600 cubic yards, approximately 4,150 cubic yards of soil was sent to landfills, approximately 4,100 cubic yards of excavated soil was placed back in the excavations and compacted, and 350 cubic yards of broken asphalt was left on the Property for crushing and re-use as backfill. Approximately 3,700 cubic yards of clean fill material and 500 cubic yards of crushed rock were imported for use as backfill.

J. Residual concentrations of PCBs remaining in Property soils after these remedial activities are represented by a value of 0.6 mg/kg, based on the 95% upper confidence limit (UCL₉₅) for the entire data set for the Property. This is below the target average cleanup concentration of 2 mg/kg requested by DTSC. In addition, no single sample exceeded the site cleanup level of 11 mg/kg for PCBs.

K. Residual concentrations of mineral oil remaining in Property soils after these remedial activities are represented by a value of 2,400 mg/kg in the top 2 feet of soil (or upper 5 feet of the final Property grade), and 6,660 mg/kg for deeper soil based on the UCL₉₅ for the entire data set for Property soils outside the former underground storage area. For the top 2 feet of soil, all mineral oil concentrations were below the cleanup level of 5,000 mg/kg based on aesthetic concerns for staining and odor. In addition, all mineral oil concentrations in samples greater than 2 feet deep were less than the cleanup level of 35,000 mg/kg based on the protection of groundwater quality. The residual concentrations of mineral oil in soil do not present a human health concern as mineral oil is not considered to be a toxic material.

L. Within the former underground storage area, residual concentrations of fuel hydrocarbons and xylenes remaining in Property soils after these remedial activities are below the cleanup level of 100 mg/kg for fuel petroleum hydrocarbons and 1.5 mg/kg for total xylenes.

M. Based on a continued industrial/commercial use of the Property as a Center by Covenantor, no additional remedial activities are required to address onsite residual contamination in soil at the site. Pavement or other engineering controls are not necessary for protection of workers at the Property or for protection of groundwater quality. Soil cleanup achieved a condition that is protective of human health (for commercial/industrial use) and groundwater quality for all COPCs. In addition, residual contamination on the Property is covered with either asphalt or buildings. A Soil Management Plan has been developed for the Property that contains protocol for managing excavated soils to prevent any offsite migration of residual contamination and to prevent excavated soils containing residual contamination above cleanup levels from being reused on-site.

Remedial activities and post remediation Property soil conditions are documented in the *Remedial Action Completion Report, Fresno Service Center, Fresno, California*, prepared by ENTRIX, dated April 2006.

Covenantor completed modernization/renovation of the Property in 2006.

N. In order to protect present and future public health and safety, Covenantor desires and intends to ensure that the Property is used in a manner that avoids potential harm to persons, the environment or property which may result from the presence of contaminants on the Property.

O. This Covenant is given to bind Covenantor and successive owners of the Property to restrictions on the future use of the Property, which restrictions are for the benefit of the Covenantantee.

ARTICLE 1
GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective covenants, conditions and restrictions ("Restrictions"), upon and subject to which the Property and every portion thereof shall be held, used, improved, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The Restrictions shall run with the Property, and shall apply to and bind Covenantor and all successors in interest therein. The Restrictions are imposed upon the entire Property except as otherwise expressly stated herein.

1.2 Deemed Concurrence. All persons or entities acquiring any interest in the Property or any portion thereof shall be conclusively deemed by such acquisition, lease or possession to have irrevocably agreed to the Restrictions for and among themselves and their heirs, successors, assignees, agents, employees, licensees and lessees, and the agents, employees, licensees and lessees of such owners, heirs, successors, and assignees. In the event an owner of all or a portion of the Property (including Covenantor) conveys fee title to some portions of the Property to third parties but retains an interest in other portions of the Property, upon the conveyance of the portion(s) of the Property to third parties, the conveying owner shall forever be released and relieved of any further obligation or liability under the Covenant with respect to the portion of the Property so conveyed for events arising from and after the date of such transfer. Upon any owner's sale or transfer of its entire interest in the Property, such conveying owner (including Covenantor) shall forever be released and relieved of any further obligation or liability arising under this Covenant for events arising from and after the date of such transfer. Upon the termination of the leasehold interest of any occupant of the Property, such occupant shall forever be relieved of any further obligation or liability thereafter arising under this Covenant.

Nothing in this section shall prohibit or otherwise limit Covenantor from asserting that Covenantor remains responsible for remediation of the Property under applicable laws, or regulations subsequent to the conveyance of Property or portions of the Property to a third party. Covenantor's responsibility under this section shall not include any obligation to enforce use restrictions at the Property or portion of the Property subsequent to its conveyance to a third party. The obligation and responsibility to comply with and enforce the use restrictions shall be transferred to said third party.

1.3 Incorporation into Deeds and Leases. The Restrictions are hereby deemed to be incorporated by reference into each grant, creation or conveyance of any interest in the Property or portion thereof occurring after the date this instrument is recorded in the Official Records of Fresno County, California, whether or not referred to in the instrument effecting such grant, creation or conveyance.

1.4 Availability of Environmental Reports. Environmental Reports concerning monitoring, testing, investigation and remediation of the Property, including those environmental reports referenced above, are available for review at Covenantee's offices, at the address indicated below.

ARTICLE 2
DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

2.1 Restrictions on Use. Covenantor shall restrict the use of the Property as follows:

No owner or occupant of this Property or any other party having custody or control of this Property shall use the Property for any of the following: (a) a residence or residences, (b) hospital for humans, (c) a school for persons under 21 years of age, (d) a day care center for children, and (e) any permanently occupied human habitation (including hotels and motels, which are used as permanent residences; hotels, motels, and temporary lodging facilities, which allow for temporary and/or extended stays are permitted), unless such person has first obtained written consent in each instance from the Central Valley Regional Water Quality Control Board. The Property, or any portion thereof, may be used for commercial, retail (including restaurants and service stations), office, industrial or other business purposes, without the written consent of the Central Valley Regional Water Quality Control Board.

Activities involving soil disturbance or excavation shall be conducted in accordance with the final *Soil Management Plan, PG&E Fresno Service Center – West Property, Fresno, California* (SMP), dated August 2007 developed for the Property. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with the SMP for the Property. If the SMP can not be completely implemented, Covenantor shall notify and receive concurrence from Covenantee for proposed deviations from the SMP prior to the start of work.

2.2 Notice in Agreements. Covenantor shall include in all deeds, leases or licenses of any portion of the Property the following statement:

"The [sold/leased/licensed] property is subject to a use limitation based on past environmental contamination of a portion of the property. While that contamination has been substantially remediated, to protect public health and safety, the property is subject to a covenant that runs with the land, which restricts the use of the property. The Central Valley Regional Water Quality Control Board is the Covenantee of this covenant. This statement is not a declaration that a hazard exists at the property."

ARTICLE 3 ENFORCEMENT AND MORTGAGEE PROTECTION

3.1 Enforcement. This Covenant is entered into for the express benefit of Covenantee. Covenantor and/or Covenantee may enforce this Covenant or recover any and all damages recoverable under applicable law for breach in an action at law or in equity.

3.2 Mortgagee Protection. Notwithstanding any provision of this Covenant, no breach of the Restrictions, nor the enforcement of any provisions contained in this Covenant shall affect, impair or defeat the lien or charge of any duly recorded mortgage or deed of trust encumbering any portion of the Property, or affect, impair, or defeat the interest of the mortgagee, or its successors or assigns (the "Mortgagee") pursuant to such a mortgage, provided that such mortgage is made in good faith and for value. All of the Restrictions shall be binding upon and effective against any owners whose title is derived through foreclosure, deed in lieu of foreclosure, or trustee's sale during the period of their ownership.

3.3 Access for Covenantee. The Covenantee shall have reasonable right of entry and access on and across all public portions of the Property, reasonable right of entry and access on and across any drive aisles and parking areas for access across the Property to the impacted portion of the Property, and the reasonable right of entry and access on and across drive aisles, parking areas and landscaped areas within the impacted portion of the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Covenantee in order to protect the public health or safety, or the environment.

Nothing in this Covenant shall limit the Covenantee's authority under Division 7 (commencing with section 13000) of the Water Code or other applicable laws.

ARTICLE 4 VARIANCE AND TERMINATION

4.1 Variance. Covenantor, or any other owner of the Property or any portion thereof, may apply to Covenantee for a written variance from or modification of this Covenant. Covenantee's consent thereto shall not be unreasonably withheld.

4.2 Termination. Covenantor, or any other owner of the Property or any portion thereof or, with Covenantor's consent, any occupant of the Property, may apply to Covenantee for a termination of the Restrictions as they apply to all or any portion of the Property owned or occupied by the applicant. Covenantee's consent thereto shall not be unreasonably withheld.

4.3 Term. Unless modified or terminated in accordance with this Article or by Section 5.5 below, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE 5 MISCELLANEOUS

5.1 No Dedication Intended. Nothing herein shall be construed to be a grant or dedication, or offer to grant or dedicate, the Property or any portion thereof to the public for any purposes whatsoever.

5.2 Notices. All notices, demands, requests, consents, approvals, waivers, releases, modifications, terminations or other communications relating to this Covenant shall be in writing and shall be deemed effective: 1) when delivered, if personally delivered to the person being served or official of a government agency being served, or 2) three business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To Covenantor:

Pacific Gas and Electric Company
Vice President – Strategic Sourcing
and Operations Support
Attn: Mr. William Harper
P.O. Box 770000, Mail Code 32
San Francisco, California 94105

With a required
copy to:

Pacific Gas and Electric Company
Law Department
77 Beale Street, Mail Code B30A
San Francisco, California 94105
Attn: Richard Moss, Esq.
(Mailing address: P.O. Box 7442, Mail Code B30A
San Francisco, California 94120)

To Covenantee:

California Regional Water Quality Control Board,
Central Valley Region
Attn: Mr. Jong Y. Han, R.G., C.E.G.
1685 E Street
Fresno, California 93706-2020

Any party may change its address by notice to the other parties as provided above.

5.3 Partial Invalidity. If any portion of the Covenant is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not part of the Covenant.

5.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, except as provided in Article 1.2. If the jurisdiction of the Covenantee over environmental matters relating to the Property is at any time delegated to a different governmental agency, such agency shall succeed to the Covenantee's rights hereunder. If at any time no governmental agency has jurisdiction over environmental matters relating to the Property, this Covenant shall thereafter be of no further force or effect. As used herein, the terms Covenantor and Covenantee shall include their successors and assigns.

5.6 Complete Agreement. This Covenant evidences the complete agreement among the Covenantee and the Covenantor, and supersedes all prior offers, contracts, agreements and arrangements between the parties concerning the Property. Except as provided in Article 4, this Covenant may not be changed, modified or rescinded except in a writing, that is recorded in the official records of Fresno County, and which is signed and acknowledged by Covenantee and the party owning the portion of the Property as to which such change, modification or rescission will apply, and any attempt at actual or oral modification shall be void and of no effect.

5.7 Counterparts. This Covenant may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Covenant.

IN WITNESS WHEREOF, Covenantor and Covenantee have executed this Covenant as of the date set forth above.

W. H. Harper 11/14/07
Mr. William Harper Date
Vice President - Shared Services, CSO & CPO
Pacific Gas and Electric Company

Frances McChesney 9/26/2007
Frances McChesney Date
Senior Staff Council
State Water Resources Control Board

STATE OF CALIFORNIA
COUNTY OF Sacramento
On 26 Sept 2007 before me, Ko Lee, Notary Public
a Notary Public, personally appeared:
Frances McChesney

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Ko Lee
NOTARY PUBLIC SIGNATURE



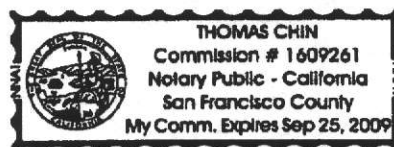
STATE OF CALIFORNIA

COUNTY OF San Francisco }SS.

On November 14, 2007 before me, Thomas Chin, Notary Public,
personally appeared ***William H. Harper***,
personally known to me (~~or proved to me on the basis of satisfactory evidence~~)
to be the person(s) whose name(s) is/ ~~are~~ subscribed to the within instrument
and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Signature Thomas Chin



CAPACITY CLAIMED BY SIGNER: (x) Vice President - Shared Services, CSO & CPO
Pacific Gas and Electric Company

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EXHIBIT "A"

APN 480-050-20U

LEGAL DESCRIPTION

That portion the Northeast quarter of the Northwest quarter of Section 14, Township 14 South, Range 20 East, Mount Diablo Base and Meridian as shown on Record of Survey recorded in Book 47 of Record of Surveys at Page 49 and 50, Fresno County Records, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

COMMENCING at the North quarter corner of said Section 14; thence South 89°58'07" West, along the north line of said Northwest quarter of Section 14, a distance of 929.94 feet; thence South 00°03'17" East, leaving said north line, a distance of 71.62 feet to the **TRUE POINT OF BEGINNING**; thence South 00°03'17" East, a distance of 1004.12 feet; thence South 89°57'35" East, a distance of 889.94 feet; thence North 00°03'17" West, a distance of 1002.31 feet; thence North 44°58'55" West, a distance of 26.22 feet; thence South 89°58'07" West, a distance of 855.80 feet; thence South 44°58'07" West, a distance of 22.09 feet to the **TRUE POINT OF BEGINNING**.

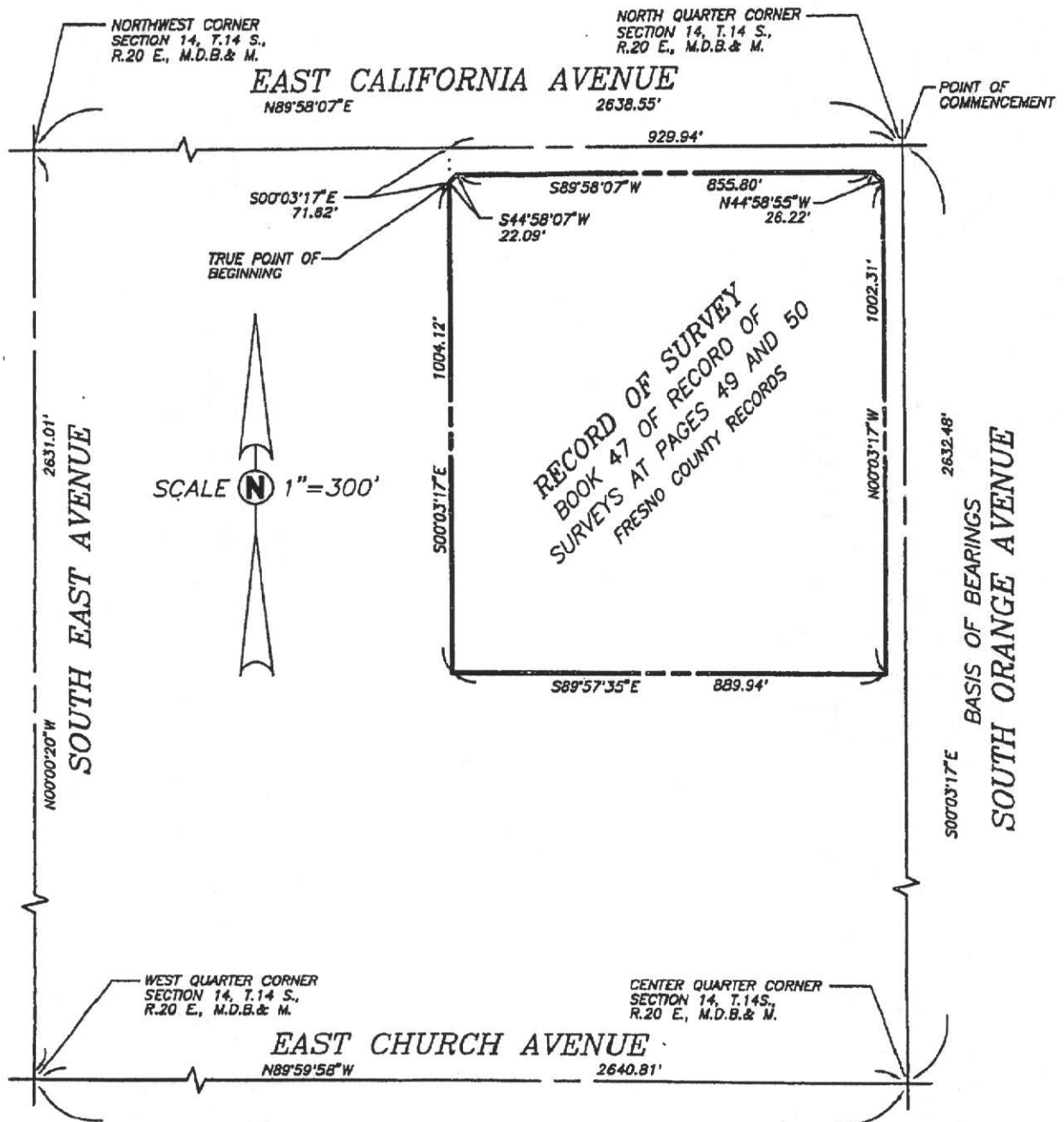
Containing an area of 20.84 acres, more or less.



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BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS

PACIFIC GAS AND ELECTRIC COMPANY
P:\201-0105\Wp\201105SUBSTATION.doc



BASIS OF BEARINGS:
THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14,
T.14 S., R.20 E., M.D.B. & M. TAKEN AS S00°03'17"E AS SHOWN
ON RECORD OF SURVEY RECORDED IN BOOK 47 OF RECORD OF
SURVEYS AT PAGES 49 AND 50, FRESNO COUNTY RECORDS.

NOTES:

1. THE BEARING AND DISTANCE ON THIS MAP IS TAKEN FROM
RECORD OF SURVEY RECORDED IN BOOK 47 OF RECORD OF
SURVEYS AT PAGES 49 AND 50, FRESNO COUNTY RECORDS.

**Blair,
Church
& Flynn**

CONSULTING ENGINEERS

451 Clark Avenue, Suite 220
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

EXHIBIT "B"

14